

ARIZONA GAME AND FISH DEPARTMENT

HERITAGE GRANT APPLICATION MANUAL



Heritage Fund

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June 2004



THE STATE OF ARIZONA
GAME AND FISH DEPARTMENT

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LETTER FROM THE DIRECTOR

Welcome to our Heritage Grant Program. First, I would like to take this opportunity to acknowledge everyone who has supported the Heritage Fund, and to also send a special thanks to those who have been involved in the many success stories associated with the Arizona Game and Fish Commission Heritage Grant Program. Since 1990, when the voters of Arizona approved the use of lottery dollars to create the Heritage Fund, the Arizona Game and Fish Department has had the opportunity to support many new ideas and quality projects throughout the state.

The Arizona Game and Fish Department's Mission is: "To conserve, enhance and restore Arizona's diverse wildlife resources and habitats through aggressive protection and management programs, and to provide wildlife resources and safe watercraft and off-highway vehicle recreation for the enjoyment, appreciation, and use by present and future generations." We view the Heritage Grant Program as a vehicle to help us develop important partnerships and generate fresh approaches in support of our agency mission.

Our annual grant application workshops are held during August. The workshop schedule is posted on the Department web page (www.azgfd.com/heritage). The workshops provide an opportunity for prospective applicants to meet with our staff who can answer specific questions you may have about the Heritage Grant application and review process. It is also important to check the projects carefully against the Preferred Projects and Sensitive Elements lists, both available during workshops. For those unable to attend a workshop in person, or who have additional questions, please feel free to contact our Funds Planning Staff at (602) 789-3530.

Again, we appreciate your continued support and look forward to many more successful years working together and developing partnerships for wildlife.

Sincerely,

Duane L. Shroufe
Director

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Arizona Game and Fish Department
Heritage Grant Application Manual
June

INTRODUCTION

This manual describes procedures and materials necessary to apply for funds available through the Department's Heritage Grant Program. Funding for this program is made possible through an annual allotment of Arizona lottery funds. Heritage funds are "lottery dollars working for wildlife." **This edition supersedes previous application manuals and includes guidance and conditions in accordance with Arizona Game and Fish Commission Rules, Article 7, Heritage Grants, effective June 7, 2002.**

In general terms, Heritage project proposals should:

- satisfy a need identified in State Statute under the relevant funding source;
- support the Arizona Game and Fish Department's Mission;
- demonstrate acceptable fish and wildlife conservation and management principles, sound design and appropriate procedures;
- yield public benefits at a level commensurate with project costs.

Section I describes general eligibility requirements, discusses fund-specific information, and outlines the application process.

Section II contains instructions for completing the Arizona Game and Fish Department grant application.

Section III contains the Grant-In-Aid Participant Agreement. If the proposal is awarded funding, a completed agreement will be forwarded to the successful applicant. **It is important that all prospective applicants review this agreement because it describes the obligations associated with this grant program.** It is advised that applicants carefully read the Special Conditions which are frequently included in the final Grant-in-Aid Agreement.

The grant application forms G1 through G10 are included in a separate Appendix A. The Budget Prioritization Process Manual, the process used to score and rank eligible applications, is included in a separate Appendix B. In addition, annualized inserts accompany this manual (one for each funding source). These inserts change from year to year and describe the amount of funding available under each source, preferred or eligible projects, and other annualized information. If there are any questions or comments regarding this manual, the application procedure, or if you have not received the annualized insert sheets for this year, please contact the **Heritage Grants Coordinator at (602) 789-3530.**

ALL proposals and projects must comply with provisions of Title VI of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act of 1973.

SECTION I

GENERAL GRANT INFORMATION

The following information applies to all five Heritage Grant Program Funds addressed in this manual:

- *Public Access
- *Environmental Education
- *Schoolyard Habitat
- *Urban Wildlife and Urban Wildlife Habitat
- *IIAPM (Identification, Inventory, Acquisition, Protection and Management of Sensitive Habitat)

ELIGIBLE APPLICANTS

Eligible applicants include the federal government or any federal department or agency; Indian tribes; all departments, agencies, boards and commissions of the state of Arizona; counties; school districts; cities; towns; all municipal corporations; and any other political subdivisions of the state of Arizona. Eligible applicants shall be referred to by the term "public agency."

In addition, eligible applicants may sponsor an application, through an Inter-Governmental Agreement (IGA) or a Memorandum Of Understanding (MOU), on behalf of a private or not-for-profit organization. For example, a club identifies an urban lake where they would like to improve fish habitat. They can approach the city and request sponsorship on a grant application under the Urban Wildlife and Urban Wildlife Habitat program fund. If the city agrees to be the sponsor in the project, an MOU and/or IGA is developed between the club and the city, and the city signs and submits the application to the Arizona Game and Fish Department. The sponsor (in this case, the city) takes responsibility for the project and fulfillment of the Grant-in-Aid Participant Agreement and **must submit an MOU and/or IGA with the grant application.**

If a private or not-for-profit organization needs assistance obtaining a sponsor, the Department may be able to identify a public agency that can serve as a sponsor. Applicants are encouraged to review the annual inserts to this manual (see inserts) as well as previously funded projects (listed on Department's website; www.azgfd.com/heritage) for project ideas and to help determine project eligibility. The applicant should contact the Heritage Grants Coordinator (602 789-3530) if more information is needed.

If a grant is awarded, the Participant must acquire and maintain valid applicable special permits (e.g., a Arizona Game and Fish Department scientific collecting permit) prior to project work. All persons working on the project must meet the same requirement.

ELIGIBLE APPLICATIONS

For a Heritage Grant application to be eligible for award, a grant applicant must:

- *not have an out-of-compliance Heritage Grant project, nor have a Heritage Grant project in extension (applies to any Heritage grant project of the applicant's administrative subunit as defined in the Glossary, page 33);
- *certify that proposed projects shall be in compliance with all State regulations (including barrier-free construction), as well as any applicable Federal or local rules, laws or regulations;

- *certify that proposed projects will be undertaken if a grant is awarded; and
- *show evidence of control and tenure of project site.

Three complete copies of the proposal must be submitted (1 original and 2 copies) on letter size paper (8.5 x 11 in). **Applications must be received at the office of the Heritage Grants Coordinator, Funds/Planning Section, prior to 5:00 p.m. on the last business day of November.** An application delivered to any other location will **not** be accepted. Faxed copies will **not** be accepted. Applications post-marked on the last business day of November, but not physically received at the Funds/Planning Section prior to 5:00 p.m. will **not** be accepted.

Mail:

Heritage Grants Coordinator
Funds/Planning Section - DOFP
Arizona Game and Fish Department
2221 W. Greenway Rd.
Phoenix, AZ 85023-4312

Hand Deliver:

Heritage Grants Coordinator
Headquarters Bldg.
Funds/Planning Section, Rm. 306
Arizona Game and Fish Department
2222 W. Greenway Rd., Phoenix

PROJECT INFORMATION

Project proposals should be for a minimum of \$1,000. Environmental Education and Schoolyard Habitat grants have a maximum level of requested funding set at \$10,000.

Each grant project must be completed with the initial award of funds; incremental or continuation funding will not be approved. Applicants should request the entire amount of money needed to complete the project in the original application. Applicants are encouraged to seek additional funding and support from other sources and to identify these other sources on their application. Although a match of dollars or in-kind labor is not a requirement, it is considered a positive asset during the evaluation and scoring process.

Projects cannot begin until a Grant-in-Aid Participant Agreement has been signed by the applicant and the Department. This includes appraisal work and negotiations for land acquisition projects, and contractor selection and site work for development projects. An applicant who is awarded a grant must request the awarded funds within 12 months of the effective date of the Grant-in-Aid Participant Agreement (i.e., the signature date of the Department Director), and must complete the project (including all project business, project deliverables, and closure certification) within 36 months from the agreement effective date, unless the project period has been extended through formal amendment to the agreement. (Note: The project period has been changed from 24 months to 36 months to allow the Participant to conduct up to two years of field work and complete product deliverables and all project business within the 36 month project period.)

Projects should result in a discrete product (e.g., facility, report, program), which is available to the public, or is utilized for the benefit of the public. Properties, facilities, and services funded by a Heritage Grant must be operated and maintained by the applicant for the useful life of the project.

The applicant must control land or waters on which capital improvements are made (through fee title, lease, easement, or agreement). Control must be adequate for protection, maintenance, and use of the improvement throughout its useful life.

The applicant must give suitable public acknowledgment to the Arizona Game and Fish Heritage Fund for grant assistance, for the life of the project. When the project involves acquisition, development or renovation, a permanent sign shall be installed which describes the funding sources and dollar amounts of all State, Federal and/or local funds. The cost of this signage is an allowable expense as part of the initial project, but the applicant is responsible for maintenance and/or replacement of the signage, as needed. All other project types must also include funding acknowledgment of the Arizona Game and Fish Heritage Fund (e.g., on pamphlets, videos, published reports, educational materials, announcements, technical reports, publications, or other products resulting from the project).

ELIGIBLE COSTS

Costs incurred prior to the effective date of the Grant-in-Aid Participant Agreement (pre-agreement costs) are allowed only as match or donation and must be specifically provided for in the Grant-in-Aid Participant Agreement. All pre-agreement costs must be supported by source documents or other records to substantiate the expenditure of funds.

Operation and maintenance costs (which can include cost of reprinting publications or other media) are considered the responsibility of the applicant and are not normally an eligible cost.

Grant recipients may purchase project equipment with grant funds. Equipment purchased for more than \$500 with grant funds shall be used for a public purpose for the useful life of the equipment, or shall be surrendered to the Department upon completion of the project, whichever comes first. If the equipment is sold, the Participant shall pay the Department the amount of any resulting proceeds in the ratio equivalent to the funds provided for the purchase.

PROPOSAL REVIEW

Grants are awarded through a competitive process. Proposals are reviewed and judged on the basis of their compatibility with goals, needs, and priorities of the Arizona Game and Fish Department, project feasibility, merit, and usefulness of results for conservation and management of wildlife. The Department's Grant Prioritization Process (GPP) is used to score and rank project proposals that meet eligibility requirements (see Appendix B).

APPEAL PROCESS

After all applicants have been notified and grant awards have been announced at a public forum (the Arizona Game and Fish Commission Meeting), an unsuccessful applicant may submit an appeal within thirty (30) calendar days of the Commission meeting in accordance with R12-4-702 (C). This should be done by submitting a letter to the Heritage Grants Coordinator, Arizona Game and Fish Department, Funds/Planning Section, 2221 W. Greenway Rd., Phoenix, AZ 85023.

SPECIFIC PROGRAM FUNDS

The following detailed descriptions of the five Heritage Grant funding sources include information about special eligibility requirements. **Please read each grant funding source description thoroughly to determine which source supports your project proposal.**

PUBLIC ACCESS

Authorization - On November 6, 1990, The Arizona Game and Fish Commission Heritage Fund (Title 17, Chapter 2, Article 6) was voted into law and became effective on November 26, 1990. Five percent of the monies received pursuant to A.R.S. § 5-522 is to be spent on Public Access projects and activities, by the Arizona Game and Fish Department. One goal of the grant program is to enhance the Department's ability to properly fulfill this requirement, by soliciting and funding projects and from a full spectrum of interested partners. Any use of these funds on private lands must be associated with an easement or other legally binding agreement that ensures public access of the recreational trail or road improvements funded by those monies.

Definitions - Public access, as defined in A.R.S. § 17-296, means to provide entry to publicly held lands for recreational use where such entry is consistent with the provisions establishing those lands.

Publicly held lands are those federal, public and reserved lands, State Trust Lands, and other lands within the state of Arizona, owned, controlled or managed by the United States, the State of Arizona, agencies or political subdivisions thereof.

Eligible Applicants - described under *GENERAL GRANT INFORMATION* .

Fund Description - Funds will be available under the Heritage Public Access grant fund to increase, maintain or reduce public access as needed, for recreational use in cooperation with Federal land managers, local and State governments, private landowners and public users.

Eligible Projects - Below is a list of eligible activities and associated examples:

*Maintain or increase access to a publicly held recreational area.

- Develop and implement agreements with owners and managers of publicly and privately held lands to maintain or increase access.
- Purchase a permanent Right-Of-Way or easement for access across private property or State Trust land that leads to a publicly held recreational area where access is needed.
- Provide for construction costs associated with re-routing access points away from private parcels in order to provide recreational access to publicly held lands

*Improve access to a publicly held recreational area, where the geophysical characteristics of the land and the cost of such improvements are not prohibitive and are lawful.

- New roads, or other Rights-of-Way that will either connect roads or trails or provide new roads or trails that solve access problems.
- Create or construct a barrier-free access route to a recreational site.
- Repair or improve existing access routes in order to ensure continued appropriate access (this does not include annualized maintenance).

*Reduce or otherwise limit inappropriate types of public access in order to minimize negative impacts on biotic resources to meet the Department's mission, goals and objectives. The Department will not consider projects that exclude all recreational use. Eligible projects include:

- Realignment of existing access routes to protect sensitive habitat areas.
- A fencing project designed to limit off-road access along an easement.
- Close an unnecessary road if alternative roads are available. Commission approval may be required. NOTE: Any applications for road closures must include detailed plans for alternate access around or through the closed area.

*Inform and educate the public about recreational use of publicly held lands and public access to those lands.

- Develop and coordinate printed materials and signs designed to increase public awareness about public access or create better public understanding of access needs and issues.

Additional Guidelines - Expanded efforts to provide appropriate public access to public lands will yield important benefits. These include opportunities for improved management and utilization of public resources and avoidance of overcrowding and overuse of readily accessible resources. The Department recognizes that sound land use planning and management practices will determine that some public land areas will be left without unlimited public access, and that access to every public land area is neither practical, desirable nor appropriate. No Public Access Funds shall be used to condemn Rights-Of-Way on private property. All projects must be consistent with the current Commission Policy A2.20: "Access to and upon Public and State Trust Lands."

Each year a list of preferred projects is developed (see annual fund information insert for Public Access). If you need a copy of this list, contact the Heritage Grants Coordinator at 602-789-3530.

Ineligible Projects: The following examples would be considered ineligible under this funding source:

- Maintenance actions to existing roads, trails, parking lots or other infrastructure that would be considered necessary to preserve the expected useful life of the original project.
- Facility enhancements that do not relate directly to the overall provision of, or improvement to access of public lands (i.e., picnic tables, benches, area lights, interpretive signage, etc.)
- Projects in which use of the improvements are limited to a specific user group, not open or restricted to public access.

ENVIRONMENTAL EDUCATION

Authorization - On November 6, 1990, The Arizona Game and Fish Commission Heritage Fund (Title 17, Chapter 2, Article 6) was voted into law and became effective on November 26, 1990. Five percent of the monies received pursuant to A.R.S. § 5-522 is to be spent on Environmental Education programs, by the Arizona Game and Fish Department. One goal of the grant program is to enhance the Department's ability to properly fulfill this requirement, by soliciting and funding projects from a full spectrum of interested partners.

Definitions - Environmental Education, as defined in A.R.S. § 17-296, means educational programs dealing with basic ecological principles and the effects of natural and man related processes on natural and urban systems and programs to enhance public awareness of the importance of safeguarding natural resources.

Eligible Applicants - described under *General Grant Information*.

Fund Description - Funds will be available under the Environmental Education grant fund for projects that develop awareness, appreciation and understanding of Arizona's wildlife and its environment and to increase responsible actions toward wildlife and their habitat. Project proposals should request a **minimum of \$1,000 and a maximum of \$10,000.**

Eligible Projects - Below is a list of eligible activities and associated examples:

*Enhance and/or develop conservation/environmental education programs for use in Arizona Schools.

- Curriculum development projects that integrate wildlife into all subject areas.
- Develop grade-specific or species-specific learning units related to wildlife.
- Develop reference libraries, field kits and hands-on resources to support ongoing wildlife education activities.

*Develop and/or implement education programs that increase awareness and understanding of wildlife issues or support the role of the Arizona Game and Fish Department's wildlife management efforts using school sites.

- Create seminars, workshops or conferences on wildlife education topics. Implement in-service training workshops for teachers on wildlife education.
- Develop school based events to distribute wildlife information to the public.
- Develop and distribute multi-media wildlife information programs.
- Involve students in learning about and taking responsible action on local wildlife issues.

NOTE: The Environmental Education and the Schoolyard Habitat funds are closely associated. Applicants should review eligibility requirements for both grant funding sources.

Additional Guidelines - Project proposals should focus on Arizona wildlife and present wildlife issues in a balanced and fair manner. Projects should directly benefit Arizona schools and school children. Environmental Education projects should be integrated across the curriculum. Participants must consult with the Department's Environmental Education Program Manager at 602 789-3238 regarding introduction of wildlife to the project site.

Each year a list of preferred projects is developed (see annual fund information insert for Environmental Education). If you need a copy of this list, contact the Heritage Grants Coordinator at 602-789-3530.

Ineligible Projects: The following examples would be considered ineligible under this funding source:

- Projects which focus primarily upon botany or ethnobotany.

SCHOOLYARD HABITAT

Authorization - On November 6, 1990, The Arizona Game and Fish Commission Heritage Fund (Title 17, Chapter 2, Article 6) was voted into law and became effective November 26, 1990. Fifteen percent of the monies received pursuant to A.R.S. § 5-522 is to be spent on Urban Wildlife and Urban Wildlife Habitat projects and activities, by the Arizona Game and Fish Department. A portion of this fund has been set aside for the Schoolyard Habitat. One goal of the grant program is to enhance the Department's ability to properly fulfill this requirement, by soliciting and funding projects from a full spectrum of interested partners.

Eligible Applicants - This fund is **limited to the public school system (including charter schools)** in Arizona.

Fund Description - Funds will be available under the Schoolyard Habitat Program for projects that encourage wildlife education on school sites through the development or enhancement of urban wildlife habitats. Project proposals should request **a minimum of \$1,000 and a maximum of \$10,000.**

Eligible Projects - Below is a list of eligible activities and associated examples:

*Develop and maintain wildlife habitat projects on school sites or adjacent areas that promote wildlife education activities and encourage use by urban wildlife species. The following are examples of projects that could be eligible under this funding source.

- Pond development projects for aquatic education activities (including plant materials, education materials, etc.).
- Landscaping projects using native plant species to attract wildlife (including interpretive signage, drip irrigation systems to support new plantings, fencing to delineate a wildlife learning lab, etc.).
- Schoolyard wildlife shelter projects (including building materials, workbooks, information guides, etc.).
- School site and neighborhood wildlife survey and inventory projects.

NOTE: This program fund and the Environmental Education Program Fund are closely associated. Applicants should review eligibility requirements for both grant funding sources.

Additional Guidelines - Project proposals that involve landscaping and/or pond developments must utilize native plant materials and demonstrate water conservation techniques. Participants must consult with the Department's Environmental Education Program Manager at 602 789-3238 regarding introduction of wildlife to the project site.

School children must be actively involved in project planning, development and/or construction. Projects must be maintained by the school district for a minimum of 5 years upon conclusion of the project. Projects should be fully integrated into the school curriculum.

Each year a list of preferred projects is developed (see annual fund information insert for Schoolyard Habitat). If you need a copy of this list, contact the Heritage Grants Coordinator at 602 789-3530.

Ineligible Projects: The following examples would be considered ineligible under this funding source:

- Projects which focus primarily upon botany or ethnobotany.

URBAN WILDLIFE AND URBAN WILDLIFE HABITAT

Authorization - On November 6, 1990, the Arizona Game and Fish Commission Heritage Fund (Title 17, Chapter 2, Article 6) was voted into law and became effective November 26, 1990. Fifteen percent of the monies received pursuant to A.R.S. § 5-522 is to be spent on Urban Wildlife and Urban Wildlife Habitat programs, by the Arizona Game and Fish Department. One goal of the grant program is to enhance the Department's ability to properly fulfill this requirement, by soliciting and funding projects from a full spectrum of interested partners.

Definitions - Urban wildlife, as defined in A.R.S. § 17-296, means the wildlife that occurs within the limits of an incorporated area or in close proximity to an urban area that receives significant impact from human use.

The project location must meet one of the following criteria:

- 1) be within the corporate limits of an incorporated city or town;
- 2) be in the communities of Green Valley, Flowing Wells, Sun City or Sun City West; or
- 3) be within 5 miles (straight-line distance) of the boundary of an incorporated area or one of the communities listed above.

Eligible Applicants – In addition to the eligible applicants described in *GENERAL GRANT INFORMATION*, if a project supports wildlife rehabilitation, either the applicant or the secondary contact must possess a current state wildlife rehabilitation license and any required federal permits.

Fund Description - Funds will be available under the Urban Wildlife/Urban Wildlife Habitat grant funding source for projects that conserve, enhance and establish wildlife habitats and populations in harmony with urban environments, and increase public awareness of and support for urban wildlife resources

Eligible Activities - Below is a list of eligible activities and associated examples:

*Development and production of informational and educational materials and events related to urban wildlife management activities, urban wildlife oriented recreational opportunities and viable solutions for urban wildlife/human conflicts. This may include printed or audio-visual materials, databases, public seminars, workshops and conferences on urban wildlife topics.

- Develop a guide of wildlife viewing sites in an urban area.
- Develop a seminar on incorporating wildlife values into urban planning and zoning.
- Sponsor a workshop on landscaping for wildlife.

*Development or enhancement of opportunities for urban wildlife-oriented recreation and public education in or near urban settings (not including operation and/or maintenance obligations).

- Develop interpretive signs and/or brochures for a nature trail.
- Construct a wildlife viewing "blind."

*Enhancement, restoration and/or protection of aquatic and terrestrial habitats and wildlife populations in or near urban areas (not including operation and/or maintenance obligations).

- Construction of fish habitat in an urban lake.
- Revegetation of a wash or stream in an urban area.
- Habitat enhancement to increase opportunities for wildlife viewing in an urban area.

*Research on the occurrence, habitat, ecology and behavior of urban wildlife and inventories of urban wildlife populations and habitats. Information produced must be applicable to urban wildlife management and conservation, urban planning, environmental review, or educational and/or informational programs. This may include public attitude surveys to determine public values and preferences for urban wildlife activities.

Each year a list of preferred project types is developed (see annual fund information insert for Urban Wildlife and Urban Wildlife Habitat). Other types of research and inventory projects may also be eligible if they meet all of the Urban Wildlife and Urban Wildlife Habitat project criteria. If you need a copy of the preferred project types list, contact the Heritage Grants Coordinator at 602 789-3530.

Ineligible Projects - The following examples would be considered ineligible under this funding source:

- Research that does not have direct application to urban wildlife management and conservation.
- Interpretive materials dealing with archaeology or local history.
- Schoolyard habitat projects.
- Projects related to development of school curriculum.
- Workshops on general gardening and landscaping.
- Ornamental landscaping.
- Design or construction of picnic areas, ramadas, playgrounds, ball fields, restrooms, parking lots, boat ramps and most trails.

IIAPM (IDENTIFICATION, INVENTORY, ACQUISITION, PROTECTION AND MANAGEMENT OF SENSITIVE HABITAT)

Authorization - On November 6, 1990, the Arizona Game and Fish Commission Heritage Fund (Title 17, Chapter 2, Article 6) was voted into law and became effective November 26, 1990. The fund established that a portion (60 percent) of the monies received shall be spent on the identification, inventory, acquisition, protection and management of sensitive habitat and that at least 40 percent of this amount be spent on the acquisition of sensitive habitat utilized by endangered, threatened and candidate species. This threatened and endangered habitat acquisition component (the 40 percent of the overall IIAPM dollars available) will not be administered through this grant process. The goal of the grant program (excluding the threatened and endangered habitat acquisition portion mentioned above) is to enhance the Department's ability to properly fulfill the requirements of the law, by soliciting and funding programs and projects from a full spectrum of interested partners.

Definitions – A "**Sensitive Element**" is a species (e.g., bald eagle), habitat type (e.g., plains grassland), or biological community (e.g., bat roost) that the Department has determined needs, or may need, special management (including conservation or protection) attention.

The following definitions are established in A.R.S. § 17-296:

Sensitive Habitat refers to the specific areas within the geographical area historically or currently occupied by a species or community of species in which are found those physical or biological features essential to the establishment or continued existence of the species and which may require special management, conservation or protection consideration.

Habitat Protection is the process of protecting the quality, diversity, abundance, and serviceability of habitats for the purposes of maintaining or recovering populations of Arizona wildlife.

NOTE: The current list of Sensitive Elements is included in Appendix E. For each Sensitive Element, "Objectives" define the nature of the grant proposal the Department is soliciting. The purpose of a sensitive element objective is to ensure that the Department focuses project information and actions to meet required conservation goals and objectives established by the Arizona public when the Heritage Fund was created through citizen initiative.

Eligible Applicants - described under *GENERAL GRANT INFORMATION*.

Fund Description - Funds will be available under the Heritage IIAPM grant funding source for projects that will preserve and enhance Arizona's natural biological diversity. There are many ongoing projects at Arizona Game and Fish Department and applicants are strongly encouraged to contact the Heritage Grant Coordinator to avoid duplication, verify eligibility and to identify other potential sources of funding.

NOTE: Research activities are interpreted here to be a component of management.

Project Eligibility - Each year a list of eligible projects and **sensitive elements** is developed (see annual fund information insert for IIAPM). For granting purposes, the list of sensitive elements changes from year to year. Each year's grant list is thus a subset of the broader list on which the Department's ongoing efforts are focused. As information is gathered, and management needs are met, one sensitive element drops from the grants eligibility list and another is added. In revising the list

each year, the Department also considers the extent to which other agencies, or other funding sources, are addressing given species, habitat type, or biological communities.

The current list of sensitive elements is available as an annual information insert (Appendix E). For each sensitive element, one or more "objectives" is listed that defines the nature of the grant proposal the Department is soliciting. The Department's purpose, in so specifically directing the work to be done, is to ensure that the Department generates the information and the actions required to meet the conservation goals and objectives established by the Arizona public when the Heritage Fund was created through citizen initiative. **Proposals must incorporate at least one of the sensitive element objectives listed in the annual supplement to be considered eligible under this fund.**

NOTE: The criteria used to determine the Department's Heritage grants list of sensitive elements are outlined in Nongame and Endangered Wildlife Program Technical Report 22. This report is available from the Nongame Branch (602-789-3500).

Ineligible Projects: The following examples would be considered ineligible under this funding source:

- Proposals not incorporating at least one of the sensitive element objectives listed in the annual supplement.

ARIZONA GAME AND FISH DEPARTMENT General Timeline for Heritage Grant Applications	
Workshops	July-August
Develop and Submit Project Proposals	August-October
Application Deadline	Close of business, last business day in November
Screen Applications and Notify Applicants of Eligibility	December-February
Review Eligible Project Proposals	February-April
Prioritization and Recommendations to Director's Staff	February-April
Notify All Applicants	April-May
Funds Available	July 1

End of Section I



Heritage Fund

Section II

Instructions For Completing the Arizona Game and Fish Department Grant Application Forms

Please find forms in Appendix A.

FORM G1 (Application Checklist)

Complete instructions included on Form G1.

FORM G2 (Grant Application)

Applicant: Enter the name of the eligible **public agency** (**not** an individual) submitting the grant application.

County and Legislative District: List the county(s) and legislative district(s) where the project will have an impact. Please use the current legislative district maps (i.e., 2004 legislative districts) which are available on the Arizona Independent Redistricting Commission web page:

<http://www.azredistricting.org/>.

Applicant's Address: Enter the official mailing address of the applicant.

Applicant Contact: Enter the **name**, title, and telephone number and email address of the **individual** who will have the day-to-day **responsibility** for project supervision, management, and administration (including all reports) for the proposed project. This person must be employed by the applicant. (Note: A graduate student, volunteer, sub-contractor, or nonprofit organization is not considered an applicant contact.)

Secondary Contact: Enter the name, title, and telephone number and email address of the individual associated with the project who will have day-to-day **knowledge** of the project. (This person may be a graduate student, volunteer, sub-contractor, or nonprofit organization.)

Check Grant Program: Mark the box that represents the grant fund from which assistance is being requested. CHECK ONLY ONE BOX.

Project Title: Enter the title of the proposed project incorporating the name of the site and/or the essence of the type of work to be accomplished, (e.g., "North City Interpretive Trail". (Limit 40 letters or characters.)

Brief Project Description: Summarize the project proposal. Describe the scope and nature of what is to be accomplished through the project and the methods to be used. Be very clear, concise and objective. The information provided here is used throughout the application and evaluation process. Describe the product that will result from the project. Typical products may include reports,

publications, maps, tools, techniques, data summaries, species lists, population estimates, specimens, computer programs, computer models, management activities and/or information transfer activities

Duration of Project: Indicate the beginning and ending dates for the project.

Project Funding: List the appropriate funding amounts that will be utilized to accomplish the project, including the "Grant Dollars" being requested and any other **secured** matching dollars, including salaries, or other contributions. **These Dollars must equal the total amounts from AGFD Form G3 Pages 1 and 2, Estimated Project Cost Sheets.** As described on AGFD Form G3, all matching dollars must be documented with letters of commitment of funds, labor, etc.

Authorized Signature: The Grant Application Form **must be signed by an authorized agent of the public agency applying for the grant**, and by signing, the authorized agent represents the applicant, having authority to enter into agreements, accept funding, and fulfill the terms of the proposed project. This person on behalf of the applicant has authority to bind the applicant to the terms of the Grant-in-Aid Participant Agreement. Applicant is required to read the Grant-in-Aid Participant Agreement referenced here and included in Section III of this manual.

FORM G3 (Estimated Project Cost Sheet)

Accurate cost estimates should be developed based on the anticipated costs of completing the project within the appropriate time schedule identified by the applicant. These estimates may be adjusted by staff during the review process.

The costs are separated into the following categories: Pre-Agreement Costs, Development Costs, Land Acquisition Costs, Personnel Costs and Other Costs. The categories are structured to help the applicant account for all types of funding required to ensure a successful project. It is important to account for all costs associated with the project. Please read the information provided below for each category to help develop the project costs.

There are three (3) columns labeled A, B, C. In Column A, "Grant Dollars Requested", list the dollar amounts for scope items that require grant assistance. In Column B, "Applicant Dollars (Match)", including salaries, list those dollars being spent toward this project by the applicant, **and attach documentation confirming a commitment by the applicant to expend those dollars.** In Column C, "Dollars from other sources (Donations)", list those dollars that are committed to the project from any entity other than the applicant. **Documentation MUST be included confirming the commitment to expend those dollars, labor, etc.**

A match of dollars is not required, but it is encouraged. All dollars listed in Columns B and C must be secured match and/or contribution verified by documented support (letter, memo, and/or contract), and can include the fair market value of land, services, materials and/or equipment. The estimated values of land and other donations may be derived from appraisals, applicant's pay scales, and Arizona Department of Transportation Equipment Use Rates.

Project Title: Enter the title of the proposed project. (The same title used on the Arizona Game and Fish Department Application Form.)

Pre-Agreement Costs: Be certain to include any costs incurred prior to submitting the application. These may be included only as matching dollars and will not be considered for funding under the Grant-in-Aid Participant Agreement.

Development Project Costs: Under "Scope Items," list all estimated development costs (include construction costs, equipment or labor charges, the value of donated materials or services, and purchase price of items procured) for all eligible scope items to be completed as a part of the project. Scope items should be shown in priority order with highest priority items listed first, and should define the facilities to be constructed, unit measurements and total costs.

Acquisition Project Cost: All parcels to be acquired should be listed in priority order with high priority parcels appearing first. Total acreage involved should be noted as well as the anticipated date of acquisition.

NOTE: Incidental costs to the acquiring agency associated with land acquisition such as appraisal fees, title transfers, recording fees or the like, may not be included as part of project costs; however, incidental costs incurred by the seller may be included. Projects that involve the acquisition of land, through either negotiated purchase or donation, should clearly identify the value of each parcel of land to be purchased and any improvements to the land.

Personnel Costs: List the personnel by Title (or Name), and Agency or Organization affiliation, who would accomplish the project objectives and receive benefit from this grant. Estimate the number of hours, and/or rate of pay, and dollar amount.

Other Costs: List any costs not defined in the previous categories. Per/diem listed as travel costs should not exceed state or local requirements. In an effort to deliver project dollars to as many projects as possible, **no grant dollars will be expended on Indirect Costs.** Indirect costs may be utilized as match, if properly documented.

For publications, itemize costs of design/layout, artwork, photos, color separations, and printing. Include the number of copies to be printed and how the publication will be disseminated.

Total Costs: Complete the form by calculating the totals for each column. **The sum of the 3 columns should represent the total costs of the project. These totals should be the same amounts used on the Grant Application Form (AGFD Form G2).**

FORM G4 (SHPO Certification)

Complete instructions included on Form G4. **In addition to the G4 form needed for application, submit one extra copy of the completed G2 and G4 forms along with one extra copy of the location map/drawings to be used for SHPO clearance. DO NOT FORWARD THIS FORM TO SHPO!**

FORM G5 (Environmental Checklist)

This worksheet is provided to assist the applicant in identifying some of the compliance documents that may be necessary to implement a project.

NOTE: When completing form G6 through G10, please identify the specific questions being answered. It is strongly advised that the applicant consecutively number all pages of the application.

FORM G6 (Project Proposal Information Sheet)

All applicants must answer the questions on this form.

FORM G7 (Heritage – Public Access Project Information Sheet)

Provide as appropriate to project funding focus

FORM G8 (Heritage – Environmental Education and Schoolyard Habitat Information Sheet)

Provide as appropriate to project funding focus

FORM G9 (Heritage – Urban Wildlife and Urban Wildlife Habitat Information Sheet)

Provide as appropriate to project funding focus

FORM G10 (Heritage – IIAPM Information Sheet)

Provide as appropriate to project funding focus

**THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED
FOR ALL PROPOSALS:**

LOCATION MAP/DRAWINGS

Pursuant to R12-4-709 H, every Project Proposal must submit a Location Map clearly identifying project locations or project proposal areas.

General Requirements for all Project Maps

All maps should be on 8½ X 11 paper, if possible. Each map **must** include the project title, scale of the map, a north arrow, and the date the map was created or modified. Applications will be rejected if staff cannot locate the project, and/or project proposal area with the information provided by the applicant. Please submit more than one map as necessary and attach any additional information for clarification.

Some projects may require more specific location information. Examples are listed below.

Construction Projects

These proposals would include roads, trails, piers, habitat development (including schoolyard habitats), habitat restoration, etc. It is important that the **location** includes any streets, access roads, trails, or other terms of locations (Section, Township and Range). Additionally, a **Site Plan and Floor Plans** must be submitted if applicable.

Site Plan - A site plan must be submitted if there is any site development as part of the project proposal. It must define any existing, proposed, or future development (if known) as well as surrounding land uses. In the case of habitat development/restoration, these plans must include lists and locations of species to be planted, **and any** other habitat components of the landscape plan.

Floor Plans - Floor Plans (including Architectural, Engineering and/or Construction plans) must be submitted for proposed structures such as piers or interpretive kiosks. If plans are not completed, an estimated date of completion must be noted on the plan.

Acquisition Projects

The following additional items must be included with the **location map**: legal description (examples would include deed reference, dedicated right of ways, water bodies, surveys, or measurements from permanent locator points at the site), property lines, parcel numbers and parcel sizes, any existing developments, surrounding land uses, and the mode of access to property (public road, right of way, easement, etc.). If the access is under lease, please state the remaining term of the lease. If this information is unavailable, contact the Heritage Grant Coordinator listed in the Introduction to this manual, **before the application deadline**.

Research Projects

Provide a map(s) that defines the general location(s) where the field work and data analysis will occur. Attach documentation or letter of intent from the land owner (if other than the applicant) granting permission for the research to occur on the property.

Class, Workshop, and Event Projects

Provide a map(s) that shows where the majority of the project development would be done. Additionally, define the location of these project activities.

Media Publications-Projects

Provide a map(s) that locates where the majority of the publication will be developed and define(s) the distribution locations.

Urban Projects

Provide a map(s) that shows location(s) of project. If the project is located near the limits of an incorporated area, or within 5 miles of the incorporated area, show the incorporated boundary and the 5-mile limit boundary on the map along with the project location.

EVIDENCE OF CONTROL AND TENURE OF PROJECT SITE

Proposed facilities to be developed with awarded funds must be located on land and/or water, which the applicant owns or manages. If the project site is **owned** by the applicant, a **copy of the appropriate legal document showing title in the name of the applicant and the legal description of the property** must be attached to the application.

If the proposed development site is **managed** by the applicant, a copy of the **lease, special use permit, intergovernmental agreement**, or other appropriate official instrument must be attached to the application. The terms and provisions of the applicant's management or control rights to the proposed site must be commensurate with the proposed investment in at least one of the following three respects:

1. The time remaining on the use agreement must be a term sufficient, in the judgment of the Arizona Game and Fish Department, to ensure a period of public use commensurate with the expenditure of awarded funds.
2. The use agreement cannot be revocable at will by the property owner and should provide for the option to renew by the managing agency.

3. Applicant must show evidence that public access exists to the actual site where the project is proposed (unless the purpose of the project proposal is to specifically create such access or limit such access).

If the proposed project is a **research project** and the proposal relates to sites **not controlled** by the applicant, a copy of the permit or agreement (or; at a minimum, a letter of intent from the land manager) allowing the research must be attached to the application.

End of Section II



Heritage Fund

SECTION III

GRANT-IN-AID PARTICIPANT AGREEMENT

The text of the Grant-in-Aid Participant Agreement is provided below for informational purposes only. Prospective applicants should review and understand the agreement prior to submitting an application; however, applicants should not sign and return the agreement at the time of application. Should the applicant be awarded a grant, a signed agreement will be required prior to project initiation.

ARIZONA GAME AND FISH DEPARTMENT

GRANT-IN-AID PARTICIPANT AGREEMENT

General Provisions

PART I - DEFINITIONS

For purposes of this agreement,

- A. **Approved application** means the participant's application including any changes, exceptions, deletions, or additions made by the Department prior to and for the purposes of approval.
- B. **Authorized signature** means the signature of the person on behalf of the applicant has authority to bind the applicant to the terms of the agreement.
- C. **Grant Prioritization Process** means a document approved by the Game and Fish Commission based upon the Department mission statement, strategic plans, and current guiding statements which define the Department's priorities. This process is used for prioritizing grant applications.
- D. **Commission** means the Game and Fish Commission.
- E. **Department** means the Game and Fish Department.
- F. **Director** means the Chief Executive Officer for the Department
- G. **Effective date** means the date of the Director's signature on the Grant-in-Aid Participant Agreement.
- H. **Facilities** mean capital improvements.
- I. **Program Fund** means a granting source from the Game and Fish Heritage Fund, pursuant to A.R.S. § 17-297.
- J. **Participant** means an eligible applicant that has been awarded a grant from the fund.
- K. **Project** means an activity, or series of related activities, which are described in the specific project scope of work and which result in specific products or services.

- L. Project period** means the period of time during which all approved work and related expenditures associated with an approved project are to be accomplished by the participant.
- M. Public agency** means the federal government or any federal department or agency, Indian tribe, this state, all departments, agencies, boards, and commissions of this state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivision of this state.
- N. Secondary contact** means the individual who, through arrangement with the applicant, has day-to-day knowledge of the project. This individual must be employed by the applicant or have established a formal agreement with the applicant at time of application.
- O. Specific scope of work** means the units of work to be accomplished by an approved project.
- P. Staff** means employees of Arizona Game and Fish Department, unless otherwise indicated.
- Q. Term of Public Use** means the time the project/facility is expected to be maintained.

PART II - PERFORMANCE

A. ADMINISTRATION

1. **Conditions** - This agreement is subject to the availability of grant funds and appropriate approvals, and shall be subject to the Constitution of the state of Arizona, the Arizona Revised statutes, other acts of the Arizona Legislature, Executive Orders of the Governor, and rules of the DEPARTMENT. This agreement shall not be in effect until signed by all parties hereto.
2. **Incorporation of Application** - The PARTICIPANT'S approved application for grant funds is incorporated by reference as part of this agreement; however, the terms of this agreement shall govern over the terms of the approved application in the event of conflict or ambiguity.
3. **Use of Grant Funds** - Awarded grant funds shall be used solely for eligible purposes under the specific funding program as defined by A.R.S. § 17-296 to A.R.S. § 17-298 and approved by the granting authority. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the applicant unless otherwise amended.

The PARTICIPANT shall not use grant funds to pay compensation in excess of the established salary for any permanent public employee. The funds shall be expended only for grant work as authorized under the terms of this agreement.

4. **Transfer of Grant Funds** - Awarded grant funds, less ten (10) percent, shall be transferred to the PARTICIPANT, as requested in writing by the PARTICIPANT and approved by the DEPARTMENT. Transfer of the final ten (10) percent shall be at the written request of the PARTICIPANT and upon receipt of a certification of completion of the project from the PARTICIPANT. The DEPARTMENT reserves the right to perform acceptance inspections prior to the release of final payment.

If both parties agree that all project costs must be expended within the first quarter of the year, following contract award, the Department shall transfer the total amount of awarded grant funds to the participant within the first quarter.

5. **Separate Account** - Transferred grant funds shall be deposited by the PARTICIPANT in a separate project account carrying the name and number of the project, and the funds shall be expended from the account only as authorized under the terms of this agreement.
6. **Accomplishment of Project** - The project shall be accomplished according to the terms of this agreement and applicable state laws. All parties are hereby put on notice that this agreement is subject to the cancellation provisions of A.R.S. § 38-511.
7. **Amendments** - Following contract award, only the Director, on behalf of the Department, is authorized to change or amend the specific terms, scope, conditions, provisions, or duration of the agreement. Amendments shall be processed in writing and signed by both parties.

Requests for amendments on behalf of the Participant for extension beyond the approved project period shall be submitted no later than 30 days prior to the contract expiration date. The Department may unilaterally extend the project period by no more than 90 days when necessary to complete project business and closure certification.

8. **Notice** - Any notice, demand or request authorized under any provision of this agreement to be given or made to the DEPARTMENT shall be deemed properly given if delivered or mailed to: Director's Office/Funds and Planning, 2221 West Greenway Road, Phoenix, Arizona 85023.
9. **Use of Project** - Project accomplishments shall be available to the public for the intended purposes prescribed in the application and as further specified in the "Special Conditions" part of Attachment A to this agreement.
10. **Special Conditions** - Special conditions, which are listed in Attachment A to this agreement, shall be binding upon and inure to the benefit of the successors and assignees of each of the parties to this agreement. Breach of any condition shall be enforceable by specific performance or shall justify the DEPARTMENT to seek recovery of all funds granted costs and associated attorney fees.
11. **Operation and Maintenance** - The PARTICIPANT shall operate and maintain, or cause to be maintained for public use or enjoyment, grant funded capital improvements for at least the period of time specified in the Term of Public Use. The PARTICIPANT shall provide reasonable protection of any funded assets provided pursuant to this project agreement to discourage vandalism for the same period of time specified in Attachment A.

Should the grant-funded development projects be unavailable for public use or enjoyment during the Term of Public Use, the DEPARTMENT shall pursue appropriate remedies. Remedies may include repayment of the grant.

The DEPARTMENT shall use the following table as a guide when determining what the term of public use should be. Based on what the product is, such as a boat ramp, brochure, technical report, interpretive signage etc. the time in the table may be modified.

<u>Award Amount</u>	<u>Years to Maintain</u>
\$0-5K	3 Years
\$5K-20K	5 Years
\$20K-40K	8 Years
\$40K-60K	10 Years
\$60K Plus	15 Years

B. RESPONSIBILITY FOR THIRD PARTY AGREEMENTS

The PARTICIPANT sponsoring a third party or subcontractors to this agreement shall be responsible for compliance with agreement provisions in the event of third party or subcontractor default.

C. PROJECT COSTS AND THE PROJECT PERIOD

Only those costs associated with approved project work incurred during the project period shall be eligible for fund assistance.

The PARTICIPANT must request all grant funds (less the ten (10) percent withheld for project completion certification) within one (1) year from the effective date of this agreement. The project period is designated to be three (3) years from the effective date of this agreement, unless otherwise noted in Attachment A, Special Conditions. A project extension may be requested through an amendment.

Should a balance of awarded grant funds be available upon completion of approved project elements, the PARTICIPANT may, with the DEPARTMENT'S approval, develop additional scope elements. Amendments to accommodate element additions or changes are initiated by the PARTICIPANT writing a letter to the DEPARTMENT, with attached support materials, stating the need and rationale for the amendment. The DEPARTMENT will then prepare the request for approval consideration of the Director. Otherwise, the participant shall reimburse the Department.

D. PROCUREMENT AND DEVELOPMENT

Procurement transactions, including those involving professional services, materials, and construction, shall be accomplished according to all applicable Federal, State and local laws and/or standards. All procurement transactions are subject to verification or audit.

The PARTICIPANT shall use equipment purchased with grant funds for a public purpose for the useful life of the equipment, or surrender the equipment to the DEPARTMENT upon completion of the project, whichever comes first, if the equipment purchased with grant funds has an acquisition cost of greater than \$500. If the equipment is sold, the PARTICIPANT shall pay the DEPARTMENT the amount of any resulting proceeds in the ratio equivalent to the funds provided for the purchase.

E. ACQUISITION

Values of real property purchased with a grant shall be appraised by a State Certified Appraiser in accordance with DEPARTMENT requirements within one year before the purchase or lease according to the Uniform Standards of professional Appraisal practice. The appraisal report shall be furnished to the DEPARTMENT and an appraiser selected by the DEPARTMENT may conduct an independent evaluation. The DEPARTMENT must review and approve the final contract. Acceptance of the land conveyance document is contingent upon the approval of the Arizona Game and Fish Commission and the Governor.

F. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish approved project work shall incorporate by reference in each sub-contract the provisions of this agreement. The PARTICIPANT shall bear full responsibility for acceptable performance under each sub-contract.
2. The PARTICIPANT shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this agreement when due, and unless the PARTICIPANT is a State agency, or an agency of the United States of America, shall indemnify and hold the State of Arizona and the DEPARTMENT harmless from any such claim or damages relating thereto.
3. Any sub-contract for employment by the PARTICIPANT shall be in writing and shall contain a provision whereby a person so employed, or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the DEPARTMENT shall not be liable for any cost, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

G. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PARTICIPANT agrees to submit a semiannual project status report to the DEPARTMENT for the mid-year (June 30) and end-of-year (December 31) reporting periods, within 30 days after the end of the reporting period. This report will include at a minimum the following: (1) progress in completing approved scope of work; (2) budget report; and (3) anticipated delays and problems preventing expeditious completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advanced processing until the PARTICIPANT has submitted all past due reports. The PARTICIPANT further agrees to consult with Staff, as needed, to review progress. The DEPARTMENT reserves the right to review project progress and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use to assure compliance with the terms of this agreement.
2. The PARTICIPANT shall certify compliance with the Participant Agreement each year until the end of the Term of Public Use, on a form to be provided by the DEPARTMENT. In addition, on-site inspections shall be conducted periodically at the discretion of the DEPARTMENT. The following points shall be taken into consideration during the inspection of properties that have been acquired or developed

with grant assistance: Retention and use of the site and developments as well as its appearance, maintenance, management, availability, and signing.

3. The PARTICIPANT shall submit to the Department copies or reprints of all reports or articles for a period of five (5) years following the project completion.
4. Failure of the DEPARTMENT to inspect shall not be deemed a waiver of the DEPARTMENT's right to a subsequent inspection or a waiver of the DEPARTMENT's right to enforce the Participant Agreement.

H. PROJECT INCOME AND EARNED INTEREST

Funds shall not be used for the purpose of producing income. However, income producing activities incidental to the accomplishment of approved purposes are allowable. Income derived from such activities shall be accounted for in the project records.

Income and/or interest generated from funds transferred to the PARTICIPANT during the project period shall be used only to further the purposes of the approved project, or income and/or interest shall be returned to the original funding source, (as approved by the DEPARTMENT). Any funds remaining at the end of the project period shall be returned to the DEPARTMENT.

Income generated after the project period may be retained by the PARTICIPANT for allowable capital or operating expenses, or returned to the original funding source, as approved by the DEPARTMENT.

I. FUND SOURCE RECOGNITION

The PARTICIPANT agrees to publicly acknowledge grant program fund used to assist project accomplishments.

J. ELIGIBLE COSTS

Only those project costs approved of in writing by the DEPARTMENT shall be eligible costs under the terms of this agreement.

K. TRANSFER OF CONTRACTUAL RESPONSIBILITY

Assignment-Delegation: No right or interest in this contract shall be assigned by the PARTICIPANT without the prior written permission of the DEPARTMENT, and no delegation of any duty of the PARTICIPANT shall be made without the prior written permission of the DEPARTMENT.

L. USE OF A FUNDED PROJECT

The PARTICIPANT agrees that the approved project shall be used by the PARTICIPANT only for the purposes for which grant funds were awarded and at least for the period of time as specified in Attachment A, Special Conditions.

PART III - COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from antitrust violations are borne by purchaser. Therefore, the PARTICIPANT hereby assigns to the DEPARTMENT any and all claims for such overcharges paid by the PARTICIPANT.

B. ARBITRATION

To the extent required pursuant to A.R.S. § 12-1518 and any successor statute, the parties agree to use alternative dispute resolution, after exhausting all applicable administrative remedies, to resolve disputes arising out of this Agreement.

C. INDEMNIFICATIONS AND CLAIMS AGAINST THE STATE

Unless the PARTICIPANT is a State agency, or an agency of the United States of America, the PARTICIPANT shall indemnify, save and hold harmless the DEPARTMENT, and the State of Arizona, its agents, departments, officers and employees from all claims, loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this agreement.

D. NON-DISCRIMINATION

1. Employment - The PARTICIPANT agrees to comply with the provisions of Executive Order Number 99-4, amending 75-5, entitled "Prohibition of discrimination in State Contracts – Non-Discrimination in Employment by Government Contractors and Subcontractors" issued by the Governor of the State of Arizona, which by reference is incorporated herein and becomes a part to this agreement.
2. Handicapped Access - The PARTICIPANT agrees to construct facilities and to provide access to such facilities in accord with A.R.S. § 41-1492 through 41-1492.12, structure of Buildings.

E. AMERICANS WITH DISABILITIES ACT

The PARTICIPANT shall comply with all applicable provisions of the Americans with Disabilities Act, (Public Law 101-336, 42 U.W.C. 121 01-12213), and applicable federal regulations under the Act (28 CFR Parts 35 and 36).

F. RECORDS RETENTION

1. Pursuant to the provisions of Title 35, Chapter 1. Article 6 A.R.S. §§ 35-214 and 35-215 each PARTICIPANT shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable

times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, the State Purchasing Office or any agency doing business under this contract.

2. The PARTICIPANT may substitute microfilm copies in place of original records, but only after project costs have been verified.

G. STATE CONTRACT CANCELLATION

Pursuant to A.R.S. § 38-511 and any successor statute, all parties may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either party or any of its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Such cancellation shall become effective upon written notification from either party.

H. REMEDIES

1. The DEPARTMENT may temporarily suspend grant assistance under the project pending required corrective action by the PARTICIPANT or pending a decision to terminate the grant by the DEPARTMENT by notifying the PARTICIPANT in writing. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he or she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract
2. The DEPARTMENT may terminate the project in whole or in part at any time before the date of completion, whenever it is determined that the PARTICIPANT has failed to comply with the terms or conditions of the grant. In case of default, the DEPARTMENT will provide written notification. The PARTICIPANT will have ten days to correct the default or show cause. The DEPARTMENT will promptly notify the PARTICIPANT in writing of the determination and the reasons for the termination, together with the effective date. All payments made to the PARTICIPANT shall be recoverable by the DEPARTMENT under the project terminated for cause.
3. The DEPARTMENT or PARTICIPANT may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date of the termination and, in the case of partial termination, the portion to be terminated. The PARTICIPANT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The DEPARTMENT may allow full credit to the PARTICIPANT for the grant share of noncancelable obligations properly incurred by the PARTICIPANT before termination.
4. The DEPARTMENT may require specific performance of the terms of this agreement or

take legal steps necessary to recover the funds granted if the PARTICIPANT fails to comply with the terms of the grant or breaches any condition or special condition of the grant agreement.

5. The remedies expressed in this agreement are not intended to limit the rights of the DEPARTMENT. This agreement shall not in any way abridge, defer, or limit the DEPARTMENT'S right or remedy under law or equity that might otherwise be available to the DEPARTMENT.
6. If the PARTICIPANT violates state law or this agreement, the DEPARTMENT may seek recovery of all funds granted and classify the PARTICIPANT as ineligible for heritage Funds grants for a period not to exceed five (5) years.
7. Remedies may include repayment of the grant if the PARTICIPANT fails to provide for operation and maintenance of the equipment, facilities or product of any Heritage grant funded project during the Term of Public Use. The PARTICIPANT shall reimburse the Heritage Fund as follows:

<u>Years maintained within term of Public Use</u>	<u>Grant Repayment Required</u>
0-20%	100%
21-40%	75%
41-60%	50%
61-80%	25%
81-100%	0%

I. CULTURAL RESOURCES

The PARTICIPANT agrees to meet the requirements of the State Historic Preservation Act A.R.S. § 41-861 to § 41-864 before project initiation.

J. OWNERSHIP

1. Any and all copyrights developed for the products of this project are the property of the PARTICIPANT. The DEPARTMENT is hereby granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use all products for DEPARTMENT purposes, and to authorize others to do so.
2. All materials such as originals, artwork, photographs, paste-ups, negatives, die plates and magnetic media (if any) provided by the DEPARTMENT and used in the production of the printing called for in the approved agreement shall remain the property of the Arizona Game and Fish Department, and shall be delivered along with the printed material. The DEPARTMENT reserves the right to allow retention and use with the PARTICIPANT. The DEPARTMENT is hereby granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use all products for DEPARTMENT purposes, and to authorize others to do so.

3. All sample lists and data files including, but not limited to, mailing list, phone lists, data files, and reports provided by the DEPARTMENT shall the property of the Arizona Game and Fish Department, during and after the project period, and may not be used for any other purpose without written authorization from the Arizona Game and Fish Department. Any products such as lists, data files, reports in progress, raw data, original photographs, or other media developed as a result of the project, during and after the project period, are the property of the PARTICIPANT. The DEPARTMENT is hereby granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use all products for DEPARTMENT purposes, and to authorize others to do so.
4. Public Access easements and rights-of-way may be held by, or assigned to, eligible PARTICIPANTS, through agreement with the DEPARTMENT.

Arizona Game and Fish Department

GRANT-IN-AID PARTICIPANT AGREEMENT

SAMPLE

Approved Project Scope

Attachment A

Project Name:

Project Number:

Listed below are the funding categories, as approved by the DEPARTMENT, for activities to be undertaken with grant funds, matching funds, and donations.

Special Conditions

The following listed provisions are in addition to the Grant-in-Aid Participant Agreement General Provisions preceding this attachment:

Arizona Game and Fish Department

GRANT-IN-AID PARTICIPANT AGREEMENT

SAMPLE

Authorization

Project Number:

Project Title:

IN WITNESS WHEREOF, the parties hereto set their hands:

PARTICIPANT

ARIZONA GAME AND FISH DEPARTMENT

By: _____
(Signature)

By: _____
(Signature)

(Typed Name)

Duane L. Shroufe
Director
Arizona Game and Fish Department

(Title)

(Date)

(Date)

GLOSSARY

Administrative subunit means the branch, department, division, section, school, or other similar divisional entity of a public agency where a participant contact is directly employed, for example, an individual school, but not the entire school district; an individual field office or project office, but not the entire agency; or an individual administrative department, but not the entire city government.

Approved application: a participant's application including any changes, exceptions, deletions, or additions made by the Department prior to and for the purposes of approval.

Applicant contact: the individual who will have the day-to-day responsibility for project supervision, management, and administration (including all reports) for the proposed project. This person must be employed by the applicant. (Note: A graduate student, volunteer, sub-contractor, or nonprofit organization is not considered an applicant contact. See definition of secondary contact below.)

Authorized signature: the person on behalf of the applicant who has authority to bind the applicant to the terms of the Grant-in-Aid Participant Agreement.

Grant Prioritization Process: the process used for prioritizing Heritage grant applications. The process is approved by the Game and Fish Commission and is based on the Department's mission statement, strategic plans, and current guiding statements which define the Department's priorities.

Candidate species: a species or subspecies of native Arizona wildlife for which habitat or population threats are known or suspected but for which substantial population declines from historical levels have not been documented.

Commission: refers to the Arizona Game and Fish Commission.

Department: refers to the Arizona Game and Fish Department.

Effective date: the signature date of the Arizona Game and Fish Department Director on the Grant-in-Aid Participation Agreement.

Eligible applicant: the federal government or any federal department or agency; Indian tribes; all departments, agencies, boards and commissions of the state of Arizona; counties; school districts; cities; towns; all municipal corporations; and any other political subdivisions of the state of Arizona. Eligible applicants are referred to as "public agency."

Environmental Education: educational programs dealing with basic ecological principles and the effects of natural and man related processes on natural and urban systems and programs to enhance public awareness of the importance of safeguarding natural resources. One of five Heritage grant funds addressed in this manual.

Endangered species: a species or subspecies of native Arizona wildlife whose population has been reduced to such levels that it is in imminent danger of elimination from its range in Arizona, or has been eliminated from its range in Arizona.

Equipment: in this manual, refers to items purchased for more than \$500 with Heritage Grant-in-Aid funds. This equipment shall be used for a public purpose for the useful life of the equipment, or shall be surrendered to the Department upon completion of the project, whichever comes first. If the equipment is sold, the Participant shall pay the Department the amount of any resulting proceeds in the ratio equivalent to the funds provided for the purchase.

Facilities: refers to capital improvements.

Grant Prioritization Process means a document approved by the Game and Fish Commission based upon the Department mission statement, strategic plans, and current guiding statements which define the Department's priorities. This process is used for prioritizing grant applications.

Habitat evaluation: an assessment of the status, condition and ecological value of habitat and subsequent recommendations of management, conservation or other protection measures, or mitigation measures, including but not limited to, recommendation of reasonable alternatives for the proposed projects that might otherwise affect the habitat under assessment.

Habitat protection: the process of protecting the quality, diversity, abundance, and serviceability of habitats for the purposes of maintaining or recovering populations of Arizona wildlife.

IIAPM: Identification, Inventory, Acquisition, Protection and Management of sensitive habitat. One of five Heritage grant funds addressed in this manual.

Participant: an eligible applicant that has been awarded a Heritage grant.

Program Fund: one of five granting sources under the Game and Fish Heritage Fund, pursuant to A.R.S. § 17-297.

Project: an activity or series of related activities described in the specific project scope of work and which result in specific products or services.

Project period: period of time during which all approved work and related expenditures associated with an approved project are to be accomplished by the participant. All project business shall be completed in the project period, including all deliverable products and services, payments and/or reimbursements, and closure paperwork.

Public Access: defined in A.R.S. § 17-296 as providing entry to publicly-held lands for recreational use where such entry is consistent with the provisions establishing those lands. One of five Heritage program funds addressed in this manual.

Public agency: term used to describe any eligible applicant for a Heritage grant. An eligible applicant is the federal government or any federal department or agency, Indian tribe, this state, all departments, agencies, boards, and commissions of this state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivision of this state.

Publicly-held lands: federal, public and reserved lands, State Trust Lands, and other lands within the state of Arizona, owned, controlled or managed by the United States, the State of Arizona, agencies or political subdivisions thereof.

Secondary contact: the individual associated with the project who will have day-to-day **knowledge** of the project. (This person may be a graduate student, volunteer, sub-contractor, or nonprofit organization.)

Sensitive element: a species (e.g., bald eagle), habitat type (e.g., plains grassland), or biological community (e.g., bat roost) that the Department has determined needs, or may need, special management (including conservation or protection) attention.

Schoolyard Habitat: one of five Heritage program funds addressed in this manual.

Specific scope of work: the units of work to be accomplished by an approved project.

Term of Public Use: means the time the project/facility is expected to be maintained.

Threatened species: a species or subspecies of native Arizona wildlife that, although not presently in imminent danger of being eliminated from its range in Arizona, is likely to become an endangered species in the foreseeable future.

Urban Wildlife and Urban Wildlife Habitat: one of five Heritage program funds addressed in this manual.

Urban wildlife project: project addressing wildlife that occurs within the corporate limits of an incorporated city or town (including the communities of Green Valley, Flowing Wells, Sun City, or Sun City West) or within 5 miles, straight-line distance, of the boundary of an incorporated area that receives significant impact from human use.

Wildlife: all wild mammals, wild birds, and the nests or eggs thereof; all reptiles, amphibians, mollusks, crustaceans, and fish, including their eggs or spawn.